

## **REMARKS**

The only issue outstanding in the Office Action mailed January 29, 2007 is the rejection of claims 16 – 19 under 35 U.S.C. §112. All other claims are allowed. Reconsideration of this remaining issue is respectfully requested.

### **Claims 16 and 17**

It is noted that a typographical error in the Markush language of claim 16 has been corrected.

At page 2 of the Office Action, it is argued to be unclear whether the “liquid crystal polymer, liquid crystal pigment, oriented liquid crystal polymer film or marking obtained from *said* polymerizable liquid crystal material” is a liquid crystal material according to claim 13, “or something else.” In this regard, it is respectfully submitted that the Office Action is overlooking the use of the term “said” in each of claims 16 and 17, emphasized above, which clearly relates back to the “polymerizable liquid crystal material according to claim 13” recited in the fourth line of each claim. The term “said” is believed to make it unequivocal that it is the material of claim 13 to which reference is made. Thus, these claims are submitted to be clear on their face, and no amendment is needed. Withdrawal of this portion of the rejection is respectfully requested.

At page 3 of the Office Action, it is not understood whether it is queried how claims 16 and 17 differ from each other – or whether these claims differ from claim 14 and 15. Thus, both issues are addressed in the following.

With respect to claims 16 and 17, there is some overlap between the items of each claim, but they are not coextensive. For example, claim 16 recites cosmetic, diagnostic, charge transport, semiconductor or optical recording items, not contained in claim 17, while the latter claim recites authentication devices, not recited in the former claim. To the arguable extent that there is overlap between the claims, such is clearly not prohibited. See MPEP §2173.05, stating that “The mere fact that a compound may be embraced by more than one member of a Markush group recited in the claim does not lead to any uncertainty as to the scope of that claim for either examination or infringement purposes.” Clearly, if terms within a claim can overlap, overlap between two claims is not impermissible.

Moreover, the difference between the polymer, pigment or film of claim 14, and the items of claims 16 and 17 is also believed to be clear – the *devices or items* of claims 16 and 17 incorporate materials produced from the liquid crystal material of claim 13; the polymer, pigment, etc. of claim 14 is also produced from the liquid crystal material of claim 13 but claim 14 does not require the items or devices of claims 16 or 17 to be present.

Finally, although the Office Action does not appear to query the difference between claims 14 and 15, a minor correction to the dependency of claim 15 has been made for purposes of clarity. This amendment does not change the scope of the claim.

It is accordingly submitted that the claims are in condition for allowance, and passage to issue is respectfully requested. However, should the examiner have any questions or comments, he is cordially invited to telephone the undersigned at the number below.

No fee, other than the 3-Month Extension of Time being paid herewith, is believed to be due with this Amendment. However, the Commissioner is hereby authorized to charge any additional fees associated with this response or credit any overpayment to Deposit Account No. 13-3402.

Respectfully submitted,

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